

EXHIBIT “A”

DYNAMIC POWER SOURCES LLC

HOSTING TERMS & CONDITIONS

THE PURPOSE OF THIS AGREEMENT (HEREAFTER REFERRED TO AS THE "AGREEMENT") IS TO PRECEDE EITHER A MONTH-TO MONTH OR A LONG-TERM CONTRACT ARRANGEMENT UNDER WHICH DYNAMIC POWER SOURCES LLC (HEREAFTER REFERRED TO AS THE "AGENT") WILL PROVIDE HOSTING SERVICES FOR MINING EQUIPMENT ON BEHALF OF ITS CUSTOMERS (HEREAFTER REFERRED TO AS "CLIENT").

AGREEMENTS

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, AGENT AND CLIENT HEREBY AGREE AS FOLLOWS:

1. TERMS.

SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AGENT WILL PROVIDE PAID FOR MINER HOSTING SERVICES FOR CLIENT. THIS WILL INCLUDE SERVICES FOR THE PROVISION OF COMPUTING POWER TO THE INFORMATION SYSTEM (DISTRIBUTED BLOCKCHAIN DATABASE), AS WELL AS SERVICES FOR SETTING UP EQUIPMENT AND SERVICING THE EQUIPMENT & INFRASTRUCTURE, (HEREINAFTER REFERRED TO AS THE "SERVICE"), WHICH ENSURES THE OPERATION OF THE EQUIPMENT AND INFORMATION SYSTEM.

AN ORDER ISSUED BY THE CLIENT ON THE AGENTS WEBSITE OR VIA E-MAIL, OR ANY OTHER MEANS OF COMMUNICATION SHALL BE RECOGNIZED BY ALL PARTIES AS A LEGALLY VALID DOCUMENT DRAWN UP IN SIMPLE WRITTEN FORM AND SIGNED BY THE PARTIES ON BOTH SIDES.

CLIENT CAN TRANSFER THIS AGREEMENT INCLUDING HIS OWNERSHIP OF MINER TO A 3RD PARTY. IN SUCH AN EVENT CLIENT SHALL NOTIFY AGENT BY MAIL, FACSIMILE OR EMAIL NO LESS THAN 30 DAYS PRIOR TO THE EFFECTIVE DATE OF THE EVENT. CLIENT IS OBLIGATED TO INFORM AGENT IF A 3RD PARTY CLAIMS OWNERSHIP OF THE MINING EQUIPMENT AND THE CLIENT THEN ACTS AS THE LEGAL REPRESENTATIVE.

IF A THIRD PARTY ACCEPTS THIS OFFER ON BEHALF OF A LEGAL CLIENT ENTITY, THE THIRD PARTY CONFIRMS THAT IT HAS ALL THE LEGAL RIGHTS TO REPRESENT AND ACCEPT THE RIGHTS AND ALL OBLIGATIONS UNDER THE AGREEMENT ON BEHALF OF THE LEGAL CLIENT ENTITY. IF A THIRD PARTY OR A LEGAL CLIENT ENTITY DOES NOT AGREE WITH THE TERMS OF THE AGREEMENT, USE OF THE SERVICES CANNOT BE PROVIDED.

ALL COMMUNICATIONS, EXCEPT CLAIMS AND APPLICATIONS FOR REFUNDS SENT VIA E-MAIL, ARE RECOGNIZED BY THE PARTIES AS LEGAL DOCUMENTS DRAWN UP IN A SIMPLE WRITTEN FORM.

AGENT ENSURES THE CONFIDENTIALITY AND SAFETY OF THE PERSONAL DATA PROVIDED BY THE CLIENT AND THEIR PROCESSING IN ACCORDANCE WITH THE RULES AND PRINCIPLES ESTABLISHED BY THE FEDERAL LAW "ON PERSONAL DATA".

ALL DISPUTES CONCERNING THIS AGREEMENT SHALL FIRST BE SETTLED THROUGH NEGOTIATIONS BETWEEN THE PARTIES. SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION.

CLIENT (AN INDIVIDUAL OR AN ENTREPRENEUR PARTNERSHIP) AGREES TO THE COLLECTION, PROCESSING AND STORAGE OF HIS PERSONAL DATA BY THE AGENT. THE CONSENT OF THE CLIENT TO THE PROCESSING OF HIS PERSONAL DATA IS VALID DURING THE VALIDITY OF THIS AGREEMENT, AND WITHIN 3 (THREE) YEARS AFTER THE TERMINATION OF ITS OPERATION.

2. MINER HOSTING COMPENSATION.

THE COST OF SERVICES IS DETERMINED IN ACCORDANCE WITH THE TARIFFS DESCRIBED IN THE COMPENSATION AGREEMENT (HEREAFTER REFERRED TO AS "COMP-PLAN") TERMS OF PAYMENT ARE VIA BITCOIN, WIRE TRANSFER & CASHIER CHECK (USD). PERSONAL CHECKS CANNOT BE ACCEPTED. HOSTING SERVICES WILL START WITHIN 4 WORKING DAYS AFTER CLIENT'S MINER ARRIVAL AT AGENTS FACILITY. OR WITHIN 4 WORKING DAYS AFTER THE SIGNED HOSTING TERMS & CONDITIONS AND TARIFFS ARE RECEIVED IF PRIOR DELIVERY TOOK PLACE.

AGENT HAS THE RIGHT TO CHARGE A SETUP FEE FOR CLIENT'S EQUIPMENT. THE FEE IS DETERMINED BY THE TYPE OF MINER PROVIDED. IN ANY CASE THE MINIMUM SETUP FEE FOR ONE MINER WILL BE CHARGED IN THE AMOUNT OF \$45.00 TO THE CLIENT.

MINER ELECTRICITY CONSUMPTION COSTS AND FEES AND HOSTING FEES ARE BILLED TO THE CLIENT BY THE AGENT IN A 4-WEEK BILLING CYCLE. THE PAYMENT TERMS ARE REGULATED IN THE COMPENSATION AGREEMENT.

IN THE EVENT A HOSTING PLAN EXPIRES CLIENT HAS THE RIGHT FOR RENEWAL. AGENT WILL NOTIFY CLIENT 30 DAYS IN ADVANCE ABOUT THE EXPIRATION. IT REQUIRES NOTIFICATION VIA E-MAIL OR ANY OTHER MEANS OF COMMUNICATION. IT SHALL BE RECOGNIZED BY ALL PARTIES AS A LEGALLY VALID DOCUMENT. AGENT AND CLIENT THEN ENTER INTO A NEW HOSTING SERVICE AGREEMENT. THE COST OF SERVICE IS DETERMINED IN ACCORDANCE WITH THE TARIFFS DESCRIBED IN THE NEW COMP-PLAN.

UPON ACCEPTANCE CLIENT IS REQUIRED TO PAY THE 2 MONTHS ADVANCED HOSTING SERVICE FEES FOR A LONG-TERM COMP-PLAN WITHIN 5 CALENDAR DAYS TO AVOID TEMPORARY SUSPENSION OF SERVICES. PRIOR PAID ADVANCED HOSTING FEES WILL BE CREDITED TOWARDS THE NEW COMP-PLAN.

IF CLIENT DOES NOT RESPOND TO THE EXPIRATION NOTICE THE SERVICE AGREEMENT WILL AUTOMATICALLY RENEW SUCCESSIVE WITH MONTH-TO-MONTH TERMS. UNLESS IT IS CANCELED IN WRITING BY CLIENT AT LEAST 15 DAYS PRIOR TO THE END OF THE TERM RENEWAL DATE.

CLIENT HAS THE RIGHT TO TERMINATE THE HOSTING SERVICE AT SOLE DISCRETION. CLIENT MUST NOTIFY AGENT BY EMAIL NO LESS THAN 30 DAYS PRIOR TO THE TERMINATION DATE AND COMPLETE ANY OUTSTANDING PAYMENTS. CLIENT IS RESPONSIBLE FOR A DISMANTLING CHARGE. THE AGENT WILL INVOICE HIM FOR REMOVING THE EQUIPMENT FROM ITS OPERATING LOCATION. THE FEE IS DETERMINED BY THE TYPE OF MINER. IN ANY CASE THE MINIMUM REMOVAL FEE FOR ONE MINER WILL BE CHARGED IN THE AMOUNT OF \$45.00. CLIENT ALSO MUST UNDERTAKE FREIGHT & PACKAGING COSTS FOR THE EQUIPMENT FROM THE HOSTING FACILITY TO THE SELECTED SHIPPING DESTINATION.

CLIENT CAN ONLY ACCESS THE MINING FACILITY ACCOMPANIED BY AGENT'S MAINTENANCE STAFF. ACCESS IS PROVIDED ON WORKING DAYS MO — FR FROM 9:00AM TO 5:00PM AFTER A 48-HOUR ADVANCED NOTICE GIVEN BY THE CLIENT. CLIENT WILL NOT HAVE ACCESS TO SURVEILLANCE CAMERAS OR ANY SECURITY EQUIPMENT.

AGENT MAY TERMINATE HOSTING SERVICE WITHOUT CLIENT'S CONSENT IN BELOW CONDITIONS.

- CATASTROPHE INCLUDING BUT NOT LIMITED TO EARTHQUAKE, HURRICANE, BLIZZARD, FLOODING.

AGENT MAY REQUIRE TEMPORARY SUSPENSION OF HOSTING SERVICE DUE TO BELOW CONDITIONS. IN ANY EFFECT AGENT MUST INFORM CLIENT 2 WORKING DAYS PRIOR.

- SAFETY INSPECTION PERFORMED BY LOCAL AUTHORITIES.
- ANNUALLY PREVENTIVE MAINTENANCE OR URGENT TECHNICAL WORK PERFORMED BY AGENT.
- IMPROVEMENTS TO THE FACILITY FOR A MORE ENERGY EFFICIENT OPERATION.
- AGENT WILL NOT PROVIDE REIMBURSEMENT FOR TEMPORARY MINING LOSSES.

AGENT HAS THE RIGHT TO TRANSFER RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT IN ANY PART TO THIRD PARTIES, UNLESS THIS ENTAILS A CHANGE IN THE QUALITY AND CONDITIONS OF THE PROVISION OF THE SERVICES TO THE CLIENT.

3. WARRANTY

WARRANTY SERVICE FOR CLIENTS MINER CANNOT BE HONORED BY DYNAMIC POWER SOURCES LLC. ALL WARRANTIES ARE BASED ON THE MANUFACTURER'S GUARANTEES AND TERMS & CONDITIONS. THE AGENT DOES NOT PROVIDE COMPENSATION FOR MINING LOSSES IF HARDWARE FULLY OR PARTIALLY FAILS OR IS UNRECOVERABLE.

THE AGENT WILL OFFER REPLACEMENT PARTS AND REPAIRS OF MINER. THESE SERVICES WILL BE ADDITIONAL CHARGES TO THE CLIENT BEYOND THE COST OF THE HOSTING. THE AGENT WILL NOT ISSUE A CREDIT TO THE CLIENT ACCOUNT FOR THE COST OF HOSTING DURING THE TIME MINER ARE NOT IN PRODUCTION.

THE AGENT SHALL NOT BE LIABLE FOR ANY TAXES, FEES, OR CHARGES THAT THE CLIENT MAY INCUR IN THE PROCESS OF RECEIVING THE SERVICES UNDER THIS AGREEMENT IN ACCORDANCE WITH THE LEGISLATION OF THE COUNTRY IN WHICH THE CLIENT RECEIVES HIS REVENUES.

4. DEFINITIONS

MINING

A PROCESS OF COMPUTER CALCULATIONS BASED ON CRYPTOGRAPHIC ALGORITHMS USED IN DECENTRALIZED INFORMATION SYSTEMS BASED ON BLOCKCHAIN TECHNOLOGY.

THE MINER

A SPECIALIZED ELECTRONIC COMPUTER DESIGNED FOR MINING.

DEDICATED MINER

A SPECIFIC MINER, WHOSE COMPUTING RESOURCES ARE ACCESSED EXCLUSIVELY BY THE CLIENT UNDER THIS AGREEMENT.

THE POOL

AN EXTERNAL INFORMATION SYSTEM THAT ALLOWS FOR THE DISTRIBUTION OF COMPUTATIONAL TASKS BETWEEN THE MINER AS WELL AS THE PROCESSING OF THE RESULTS OF THE MINING THEY HAVE COMPLETED.

THE TOKEN

A CRYPTOGRAPHIC ALGORITHM-PROTECTED ENTRY IN THE REGISTRY OF THE BLOCKCHAIN INFORMATION SYSTEM AS THE RESULT OF MINING CALCULATION.

THE WEBSITE

A WEBSITE LOCATED ON THE INTERNET AT <https://dynamicpowersources.com>

PURCHASE ORDER

A LEGALLY SIGNIFICANT ACTION CARRIED OUT IN ELECTRONIC FORM FOR THE CONCLUSION OF THIS CONTRACT, CONSISTING IN THE TRANSMISSION IN ANY WAY TO THE AGENT OF THE FOLLOWING INFORMATION:

THE MINER MODELS, THEIR NUMBER, THE DATA, OR DETAILS IDENTIFYING THE SERVICE RECIPIENT AND THE SUBSEQUENT CONFIRMATION BY THE AGENT OF THE POSSIBILITY OF PROVIDING ACCESS TO THE SERVICES OF THIS EQUIPMENT.

THE CLIENT

A NATURAL OR LEGAL PERSON WHO HAS COMPLETED THE PURCHASE ORDER.

SETTLEMENT PERIOD

THE PERIOD OF SERVICE PROVISION BEGINNING ON THE FIRST DAY OF THE MONTH WHEN THE SERVICE WAS RENDERED AT THE TIME OF THE COMMENCEMENT OF THE SERVICE FOR THE SECOND AND SUBSEQUENT MONTHS AT 0 HOURS 00 MINUTES ON THE FIRST DAY OF THE MONTH AND ENDING AT 23.59 ON THE LAST DAY OF THE CALENDAR MONTH.

CLIENT AGREES TO CONTRACTUAL TERM OF SERVICE ("TERM"). THE RENEWAL LENGTH OF CONTRACT IS BASED ON THE DEMAND BY CLIENT.

5. ACCEPTANCE OF THE CONTRACT

FULL AND UNCONDITIONAL ACCEPTANCE OF THIS AGREEMENT THAT RECOGNIZES THE EXECUTION BY THE AGENT ON THE SERVICE SITE, OR THE PAYMENT FOR SERVICES BY THE CLIENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND TARIFFS LISTED IN THE COMP-PLAN. ACCEPTANCE MEANS THAT THE CLIENT FULLY AGREES WITH THE TERMS OF THIS AGREEMENT AND ACCEPTS THEM.

IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE UNENFORCEABLE, THE ENFORCEABILITY OF REMAINING PROVISIONS SHALL IN NO WAY BE AFFECTED OR IMPAIRED THEREBY.

AGENT: DYNAMIC POWER SOURCES LLC, 727 N WOODLAND RD, STE D, LAKESIDE, AZ 85929 US

CLIENT: OUTLOOK ORANGE LLC, C/O STUART CHANIN, 21 CARTON ROAD, MORRISTOWN, NJ 07960

THIS AGREEMENT ENTERED INTO AS OF 2/18 2022

HERBERT S. WAGNER, OWNER & FOUNDER
DYNAMIC POWER SOURCES LLC
EMAIL: DYNAMICPOWER@PROTONMAIL.COM

SIGNATURE



C/O STUART CHANIN - TEL: 973.809.2007

EMAIL: STU@OUTLOOKORANGE.IO

SIGNATURE

